

☒ Check if this is an amended plan, and list below the sections of the plan that have been changed. Amendments to sections not listed below will be ineffective even if set out later in this amended plan.

1.1, 2.3, 3.2, 3.3, 4.3

**NOTE:** The United States Bankruptcy Court for the Northern District of Georgia adopted this form plan for use in Chapter 13 cases in the District pursuant to Federal Rule of Bankruptcy Procedure 3015.1. See Order Requiring Local Form for Chapter 13 Plans and Establishing Related Procedures, General Order No. 41-2020, available in the Clerk's Office and on the Bankruptcy Court's website, [ganb.uscourts.gov](http://ganb.uscourts.gov). As used in this plan, "Chapter 13 General Order" means General Order No. 41-2020 as it may from time to time be amended or superseded.

The following matters may be of particular importance. *Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as “Not included,” if both boxes are checked, or if no box is checked, the provision will be ineffective even if set out later in the plan, except 1.4.*

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Debtor Andres Jesus Balseiro

Case number 25-51277-pmb

Check one: ☒ 36 months ☐ 60 months

Debtor(s) will make regular payments ("Regular Payments") to the trustee as follows:

The debtor(s) will pay \$1,085.00 per month for the applicable commitment period. If the applicable commitment period is 36 months, additional Regular Payments will be made to the extent necessary to make the payments to creditors specified in this plan, not to exceed 60 months unless the Bankruptcy Court orders otherwise. If all allowed claims treated in § 5.1 of this plan are paid in full prior to the expiration of the applicable commitment period, no further Regular Payments will be made.

Check if applicable.

☐ The amount of the Regular Payment will change as follows (If this box is not checked, the rest of § 2.1 need not be completed or reproduced. Insert additional lines as needed for more changes.):

**§ 2.2 Regular Payments; method of payment.**

Regular Payments to the trustee will be made from future income in the following manner:

Check all that apply:

- ☐ Debtor(s) will make payments pursuant to a payroll deduction order. If a deduction does not occur, the debtor(s) will pay to the trustee the amount that should have been deducted.
- ☒ Debtor(s) will make payments directly to the trustee.
- ☐ Other (specify method of payment):

**§ 2.3 Income tax refunds.**

Check one.

- ☐ Debtor(s) will retain any income tax refunds received during the pendency of the case.
- ☒ Debtor(s) will (1) supply the trustee with a copy of each federal income tax return filed during the pendency of the case within 30 days of filing the return and (2) turn over to the trustee, within 30 days of the receipt of any federal income tax refund during the applicable commitment period for tax years 2024-2026, the amount by which the total of all of the federal income tax refunds received for each year exceeds \$2,000 ("Tax Refunds"), unless the Bankruptcy Court orders otherwise. If debtor's spouse is not a debtor in this case, "tax refunds received" means those attributable to the debtor.
- ☐ Debtor(s) will treat tax refunds ("Tax Refunds") as follows:

**§ 2.4 Additional Payments.**

Check one.

- ☒ **None.** If "None" is checked, the rest of § 2.4 need not be completed or reproduced.

**§ 2.5 [Intentionally omitted.]**

**§ 2.6 Disbursement of funds by trustee to holders of allowed claims.**

The trustee shall disburse funds in accordance with General Order No. 41-2020. ([www.ganb.uscourts.gov/local-rules-and-orders](http://www.ganb.uscourts.gov/local-rules-and-orders))

**Part 3: Treatment of Secured Claims**

**§ 3.1 Maintenance of payments and cure of default, if any.**

Check one.

- ☒ **None.** If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

Debtor Andres Jesus BalseiroCase number 25-51277-pmb**§ 3.2 Request for valuation of security and modification of certain undersecured claims.**

☐ **None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced.  
*The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.*

☒ The debtor(s) request(s) that the Bankruptcy Court determine the value of the secured claims listed below.

For each non-governmental secured claim listed below, the debtor(s) state(s) that the value of the secured claim should be as set out in the column headed *Amount of secured claim*. For secured claims of governmental units, unless the Bankruptcy Court orders otherwise, the value of a secured claim listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below. For each creditor checked below, debtor(s) will file a motion pursuant to Bankruptcy Rule 3012 and the Chapter 13 General Order to request determination of the amount of the secured claim.

For each listed claim below, the value of the secured claim will be paid in full, with interest at the rate stated below. For a secured tax claim, the interest rate shall be the interest rate stated in the proof of claim. The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this plan. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 of this plan.

The trustee will make monthly preconfirmation adequate protection payments that 11 U.S.C. § 1326(a)(1)(C) requires to the creditor in the amount set out in the column headed *Monthly preconfirmation adequate protection payment*.

The holder of any claim listed below as having value in the column headed *Amount of secured claim* will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

(a) payment of the underlying debt determined under nonbankruptcy law, or

(b) payment of the amount of the secured claim, with interest at the rate set forth below, and discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

Check only if motion to be filed	Name of creditor	Estimated amount of total claim	Collateral and date of purchase	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly pre-confirmation adequate protection payment	Monthly post -confirmation payment
<input type="checkbox"/>	Consumers Credit Union	\$23,338.94	2018 Chevrolet Silverado 114,700 miles 7/13/2022	\$14,000.00	\$0.00	\$14,000.00 0	9.50%	\$300.00	492.50

**§ 3.3 Secured claims to be paid in full.**

*Check one.*

☐ **None.** If "None" is checked, the rest of § 3.3 need not be completed or reproduced.  
☒ The claims listed below will be paid in full under the plan. Reasons for payment in full may include:

- (1) were incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or
  - (2) were incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value.
  - (3) the value of the collateral exceeds the anticipated claim; or
  - (4) the claim listed shall be paid in full because the claim is cosigned; or
  - (5) the claim shall be paid in full because the debtor is not entitled to a discharge.
- These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the

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trustee.

The trustee will make monthly preconfirmation adequate protection payments that 11 U.S.C. § 1326(a)(1)(C) requires to the creditor in the amount set out in the column headed *Monthly preconfirmation adequate protection payment*.

The holder of any claim listed below will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

(a) payment of the underlying debt determined under nonbankruptcy law, or

(b) payment of the amount of the secured claim, with interest at the rate set forth below, and discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

Name of Creditor	Collateral	Purchase date	Estimated amount of claim	Interest rate	Monthly preconfirmation adequate protection payment	Monthly postconfirmation payment to creditor by trustee
Freedom Road Financial	2020 Triumph Daytona 6000 miles	8/18/2022	<u>\$12,512.75</u>	<u>9.50%</u>	<u>\$200.00</u>	<u>\$492.50</u>

**§ 3.4 Lien avoidance.**

*Check one.*

☒ **None.** If “None” is checked, the rest of § 3.4 need not be completed or reproduced.

**§ 3.5 Surrender of collateral.**

*Check one.*

☒ **None.** If “None” is checked, the rest of § 3.5 need not be completed or reproduced.

**§ 3.6 Other Allowed Secured Claims.**

A proof of claim that is filed and allowed as a secured claim, but is not treated as a secured claim in this plan, shall be paid with interest at the rate of 2.90 %. Payments will commence as set forth in § 2.6. Notwithstanding the foregoing, the debtor(s), and any other party in interest, may: object to allowance of the claim; request that the Bankruptcy Court determine the value of the secured claim if modification of the claim is permissible and if 11 U.S.C. § 506 is applicable; or request that the Bankruptcy Court avoid the creditor’s lien pursuant to 11 U.S.C. § 522(f), if applicable.

If the Bankruptcy Court determines the value of the secured claim, the portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this plan.

The holder of the claim will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

(a) payment of the underlying debt determined under nonbankruptcy law, or

(b) payment of the amount of the secured claim, with interest at the rate set forth above, and discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

**Part 4: Treatment of Fees and Priority Claims**

**§ 4.1 General.**

Trustee’s fees and all allowed priority claims will be paid in full without postpetition interest. An allowed priority claim will be paid in full regardless of whether it is listed in § 4.4.

**§ 4.2 Trustee’s fees.**

Trustee’s fees are governed by statute and may change during the course of the case.

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**§ 4.3 Attorney's fees.**

(a) The unpaid fees, expenses, and costs owed to the attorney for the debtor(s) in connection with legal representation in this case are \$2,500.00. The allowance and payment of the fees, including the award of additional fees, expenses and costs of the attorney for the debtor(s) are governed by General Order 42-2020 ("Chapter 13 Attorney's Fees Order"), as it may be amended.

(b) Upon confirmation of the plan, the unpaid amount shall be allowed as an administrative expense under 11 U.S.C. § 503(b) to the extent set forth in the Chapter 13 Attorney's Fees Order.

(c) From the first disbursement after confirmation, the attorney will receive payment under the Chapter 13 Attorney's Fees Order up to the allowed amount set forth in § 4.3(a)

(d) The unpaid balance and any additional amounts allowed under § 4.3(c) will be payable (1) at \$ 498.00 per month from Regular Payments and (2) from Tax Refunds or Additional Payments, as set forth in the Chapter 13 Attorney's Fees Order until all allowed amounts are paid in full.

(e) If the case is converted to Chapter 7 before confirmation of the plan, the debtor(s) direct(s) the trustee to pay to the attorney for the debtor(s) the amount of \$ 500.00, not to exceed the maximum amount that the Chapter 13 Attorney's Fees Order permits. If the attorney for the debtor(s) has complied with the applicable provisions of the Chapter 13 Attorney's Fees Order, the trustee will deliver, from the funds available, the stated amount or the maximum amount to the attorney, whichever is less.

(f) If the case is dismissed before confirmation of the plan, fees, expenses, and costs of the attorney for the debtor(s) in the amount of \$ 500.00, not to exceed the maximum amount that the Chapter 13 Attorney's Fees Order permits, will be allowed to the extent set forth in the Chapter 13 Attorney's Fees Order. The attorney may file an application for fees, expenses, and costs in excess of the maximum amount within 14 days from entry of the order of dismissal. If the attorney for the debtor(s) has complied with the applicable provisions of the Chapter 13 Attorney's Fees Order, the trustee will deliver, from the funds available, the allowed amount to the attorney

(g) If the case is converted to Chapter 7 after confirmation of the plan, the debtor(s) direct(s) the trustee to deliver to the attorney for the debtor(s), from the funds available, any allowed fees, expenses, and costs that are unpaid.

(h) If the case is dismissed after confirmation of the plan, the trustee will pay to the attorney for the debtor(s), from the funds available, any allowed fees, expenses, and costs that are unpaid.

**§ 4.4 Priority claims other than attorney's fees.**

☒ **None.** If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

**Part 5: Treatment of Nonpriority Unsecured Claims**

**§ 5.1 Nonpriority unsecured claims not separately classified.**

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata, as set forth in § 2.6. Holders of these claims will receive:

*Check one.*

☒ A pro rata portion of the funds remaining after disbursements have been made to all other creditors provided for in this plan.

☐ A pro rata portion of the larger of (1) the sum of \$\_\_\_\_\_ and (2) the funds remaining after disbursements have been made to all other creditors provided for in this plan.

☐ The larger of (1) \_\_\_\_\_% of the allowed amount of the claim and (2) a pro rata portion of the funds remaining after disbursements have been made to all other creditors provided for in this plan.

☐ 100% of the total amount of these claims.

Unless the plan provides to pay 100% of these claims, the actual amount that a holder receives will depend on (1) the amount of claims filed and allowed and (2) the amounts necessary to pay secured claims under Part 3 and trustee's fees, costs, and expenses of the attorney for the debtor(s), and other priority claims under Part 4.

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**§ 5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.**

*Check one.*

☒ **None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

**§ 5.3 Other separately classified nonpriority unsecured claims.**

*Check one.*

☒ **None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

**Part 6: Executory Contracts and Unexpired Leases**

**§ 6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.**

*Check one.*

☒ **None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

**Part 7: Vesting of Property of the Estate**

**§ 7.1 Unless the Bankruptcy Court orders otherwise, property of the estate shall not vest in the debtor(s) on confirmation but will vest in the debtor(s) only upon: (1) discharge of the debtor(s); (2) dismissal of the case; or (3) closing of the case without a discharge upon the completion of payments by the debtor(s).**

**Part 8: Nonstandard Plan Provisions**

**§ 8.1 Check "None" or List Nonstandard Plan Provisions.**

☒ **None.** If "None" is checked, the rest of Part 8 need not be completed or reproduced.

**Part 9: Signatures:**

**§ 9.1 Signatures of Debtor(s) and Attorney for Debtor(s).**

The debtor(s) must sign the initial plan and, if not represented by an attorney, any modification of the plan, below. The attorney for the debtor(s), if any, must sign below.

X /s/ Andres Jesus Balseiro  
Andres Jesus Balseiro  
Signature of debtor 1 executed on March 24, 2025

413 Sweetgum Drive  
Woodstock, GA 30188  
Address City, State, ZIP code

X \_\_\_\_\_  
Signature of debtor 2 executed on \_\_\_\_\_

\_\_\_\_\_  
Address City, State, ZIP code

X /s/ Jeffrey M. Heller  
Jeffrey M. Heller 344105  
Signature of attorney for debtor(s)

J.M. Heller Attorney at Law, P.C.  
Firm

Date: March 24, 2025

291 Jarvis Street  
Canton, GA 30114  
Address City, State, ZIP code

**By filing this document, the debtor(s), if not represented by an attorney, or the attorney for debtor(s) also certify(ies) that the wording and order of the provisions in this Chapter 13 Plan are identical to those contained in the Local Form for Chapter 13 Plans that the Bankruptcy Court for the Northern District of Georgia has prescribed, other than any nonstandard provisions included in Part 8.**

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

IN RE: )  
 ) CASE NO. 25-51277-pmb  
ANDRES JESUS BALSEIRO )  
 ) CHAPTER 13  
 )  
Debtor. )

This is to certify that I have on this day electronically filed the foregoing **Amended Plan** using the Bankruptcy Court's Electronic Case Filing program, which sends a notice of this document and an accompanying link to this document to the following parties who have appeared in this case under the Bankruptcy Court's Electronic Case Filing program:

- Melissa J. Davey [mail@13trusteeatlanta.com](mailto:mail@13trusteeatlanta.com), [cdbackup@13trusteeatlanta.com](mailto:cdbackup@13trusteeatlanta.com)

**I further certify that on this day I caused a copy of this document to be served via United States First Class Mail, with adequate postage prepaid on the following parties set forth below at the address shown for each:**

This the 2<sup>nd</sup> day of April, 2025.

/s/  
\_\_\_\_\_  
Jeffrey M. Heller  
GA Bar No. 344105  
Attorney for the Debtor

J.M. HELLER, ATTORNEY AT LAW, PC  
291 Jarvis Street  
Canton, GA 30114  
770-345-1130  
[Jeff@jeffhellerlaw.com](mailto:Jeff@jeffhellerlaw.com)

Label Matrix for local noticing  
113E-1  
Case 25-51277-pmb  
Northern District of Georgia  
Atlanta  
Wed Apr 2 10:40:06 EDT 2025

A R Resources, Inc.  
13475 Atlantic Blvd.  
Unit 8 3100  
Jacksonville, FL 32225-3291

Affirm- True Accord  
16011 College Blvd.  
Suite 130  
Lenexa, KS 66219-9877

Andres Jesus Balseiro  
413 Sweetgum Drive  
Woodstock, GA 30188-1769

Capital One  
P.O. Box 71083  
Charlotte, NC 28272-1083

Consumers Credit Union  
300 N. Field Drive  
Lake Forest, IL 60045-2513

Credit One Bank  
P.O. Box 1269  
Greenville, SC 29602-1269

Credit One Bank  
P.O. Box 60500  
City of Industry, CA 91716-0500

Credit One Bank  
P.O. Box 98873  
Las Vegas, NV 89193-8873

Melissa J. Davey  
Standing Chapter 13 Trustee  
Suite 2250  
233 Peachtree Street NE  
Atlanta, GA 30303-1509

Discover  
P.O. Box 71084  
Charlotte, NC 28272-1084

Discover Bank  
PO Box 3025  
New Albany, OH 43054-3025

Freedom Road Financial  
P.O. Box 4597  
Hinsdale, IL 60522-4597

FreedomRoad Financial  
10509 Professional Circle Ste 100  
Reno, NV 89521-4883

Jeffrey M. Heller  
J. M. Heller, Attorney At Law, P.C.  
291 Jarvis Street  
Canton, GA 30114-3033

(p)JEFFERSON CAPITAL SYSTEMS LLC  
PO BOX 7999  
SAINT CLOUD MN 56302-7999

Kohl's Payment Center  
P.O. Box 2983  
Milwaukee, WI 53201-2983

LVNV Funding, LLC  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587

Mercury Card Services  
P.O. Box 84064  
Columbus, GA 31908-4064

Progressive Insurance  
6300 Wilson Mills Road  
Cleveland, OH 44143-2182

Quantum3 Group LLC as agent for  
CASCADE CAPITAL FUNDING LLC  
PO Box 788  
Kirkland, WA 98083-0788

Quantum3 Group LLC as agent for  
CF Medical LLC  
PO Box 788  
Kirkland, WA 98083-0788

Resurgent Receivables, LLC  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587

Superlative RM  
P.O. Box 967  
Elk Grove, CA 95759-0967

Synchrony Bank  
P.O. Box 960061  
Orlando, FL 32896-0061

Synchrony Bank  
P.O. Box 965036  
Orlando, FL 32896-5036

Synchrony Bank-Paypal  
P.O. Box 530975  
Orlando, FL 32896-0001

Synchrony Bank/Amazon  
P.O. Box 960013  
Orlando, FL 32896-0013

United States Attorney  
Northern District of Georgia  
75 Ted Turner Drive SW, Suite 600  
Atlanta GA 30303-3309



The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Jefferson Capital Systems LLC	End of Label Matrix	
Po Box 7999	Mailable recipients	28
Saint Cloud MN 56302-9617	Bypassed recipients	0
	Total	28